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No. 164382

G.A. Brandt, et al

To

Biscanet Corp.

Deed

The State of Texas:

County of Harris:

Know all Men by these Presents:

That we, G.A. Brandt, W.A. Childress, R.W. Vier, B.B. Gilmer, T. H. Moore, R. S. Sterling,

RECORDED BY INSTRUMENT
AS ON FORM ON THE TOP OF THIS PAGE
WE HEREBY CERTIFY FOR SATISFACTORY
RECORDING

Clerk's Note—Art. 6005.

1 and James Anderson, all of the City of Houston, County of Harris, and State of Texas,
 2 composing and being all of the members of the Board of Trustees of the Hermann Hospital
 3 Estate, and acting in our capacity as such Trustees, and who may be hereinafter referred
 4 to as "Grantors", (said Hermann Hospital Estate being a charity trust created and existing
 5 under and by virtue of the will of George H. Hermann, deceased), for and in consideration
 6 of the sum of Thirty Three Thousand Six Hundred Fifteen (\$33,615.00) Dollars, secured
 7 to be paid to us as hereinafter set out by Bissonnet Corporation, a corporation organized
 8 and created under and by virtue of the laws of the State of Texas, and domiciled in the
 9 City of Houston, in Harris County, Texas, and which corporation may be hereinafter referred
 10 to as "Grantee", have granted, bargained, sold, and conveyed, and by these presents, do
 11 grant, bargain, sell, and convey, unto the said Bissonnet Corporation, grantee herein that
 12 certain tract or parcel of land lying and being situated in the A.C. Reynolds Survey
 13 upon the South Side of Buffalo Bayou, in Harris County, Texas, and which said tract hereby
 14 conveyed, is more particularly described as follows, to-wit:

15 Beginning at a point located at the intersection of the north line of Bissonnet Street or
 16 Avenue with the west line of Greenbriar Street, said beginning point being near the east
 17 line of said Reynolds Survey; Thence north 89 deg. 47 min. west along and
 18 with the north line of said Bissonnet Street or Avenue 659.3 feet to a point for corner in
 19 ancient fence corner; Thence north 0 deg. 8 min. east 991 feet along fence line to
 20 a point for corner; Thence south 89 deg. 47 min. east 661.31 feet to a point for
 21 corner in the west line of Greenbriar Street; Thence south 0 deg. 15 min.
 22 west along and with the west line of said Greenbriar Street 991 feet to the place of
 23 beginning, and containing fourteen and ninety four one hundredths (14.94) acres of land.

24 To Have and to Hold, the said above described lands and premises, together with all and
 25 singular the rights, members and appurtenances thereto in any wise incident or appertaining
 26 unto the said Bissonnet Corporation, grantee herein, its successors, and assigns, forever;
 27 subject however, to the provisions hereof. And subject to the provisions

28 hereof, the said G.A. Brandt, W.A. Childress, R.W. Wier, B.B. Gilmer, R.S. Sterling,
 29 T. H. Monroe, and James Anderson, Trustees, of the Hermann Hospital Estate, acting in
 30 their capacity as such Trustees, but not personally, do hereby bind the said Hermann Hospital
 31 Estate so far and to the extent that they may lawfully so do, to warrant and forever defend
 32 all and singular the said lands and premises, unto the said Bissonnet Corporation, grantee
 33 herein, its successors, and assigns, against the claim or claims of all persons or person
 34 whosoever lawfully claiming, or to claim the same, or any part thereof, except as to
 35 the restrictions herein imposed upon said property and to the vendor's lien and deed of
 36 trust lien securing the unpaid purchase money due upon said premises, and to thirteen-twenty
 37 fourths (13/24ths) of all taxes, and assessments, imposed or levied upon said premises, for
 38 the year 1938, the said grantee herein assuming and agreeing to pay 13/24ths of all taxes
 39 and assessments against said premises, hereby conveyed for the said year, 1938.

40 Provided, nevertheless, that this conveyance and the said premises, are hereby conveyed
 41 subject to the following restrictions, covenants and conditions, which shall remain in force
 42 for a period of fifteen (15) years from the date hereof, said restrictions, covenants
 43 and conditions, being as follows, to-wit:

- (a) That neither all or any part of the said property shall be sold, conveyed, devised, rented, leased, or mortgaged, either in whole or in part, to any person of the African or Mongolian Races, or to any person or persons not of the White or Caucasian Race.
- (b) Neither all nor any part of said property shall be used or employed for any business, manufacturing,

1 constitute or create a nuisance in the neighborhood and that without in any manner limiting the
 2 generality of the foregoing restrictions, no laundry, planing mill, foundry, stone or
 3 marble works, night club, stadium or arena for athletic or other public exhibitions shall ever
 4 be erected, conducted or maintained, or operated upon said premises hereby conveyed, or any
 5 part thereof, but that said premises, and every part thereof, shall be used exclusively
 6 for residential purposes, and by the term 'residential purpose, or purposes' as herein
 7 used, shall be meant and construed to mean a single family dwelling, or a duplex or apartment
 8 building designed and intended to house not more than four families, provided, however,
 9 that if said property be subdivided into lots, that such of said lots, as shall front and
 10 face on said Bissonnet Street or Avenue, may be used for legitimate business purposes other
 11 than for a laundry, planing mill, foundry, stone or marble works, night club, stadium
 12 or arena for athletic or other public exhibitions. (c) Each house, residence or

13 building (other than a garage or out-building) constructed upon said property, shall cost at
 14 its fair cost, not less than Thirty five Hundred (\$3500.00) Dollars.

15 The foregoing restrictions, covenants, and conditions, shall apply to each and every lot or
 16 tract sold in said Addition during a period of Fifteen (15) years, from and after the date of
 17 this deed; provided however, that neither the grantors, nor their successors, or assigns,
 18 shall be under any obligation or duty to enforce all or any of such restrictions, unless
 19 they see proper so to do; and it is further provided that no failure to enforce
 20 or observe all or any of said conditions, restrictions, or covenants, shall in any manner
 21 release such covenants, restrictions, and conditions, or any of them, or excuse or
 22 authorize or permit any other or future violation of same, or any of them.

23 The said Bissonnet Corporation, Grantee, herein, promise and agree to pay to the said Grantors,
 24 herein the said consideration of Thirty Three Thousand Six Hundred and Fifteen (\$33,615.00)
 25 Dollars, in accordance with the five certain promissory vendor's lien notes Numbered One (1)
 26 Two (2), Three (3), Four (4), and Five (5), bearing even date herewith, executed by the
 27 said Bissonnet Corporation, grantee herein and payable to the order of the said Trustees
 28 of the Hermann Hospital Estate in their capacity as such Trustees, the first of said notes
 29 being for the principal sum of Three Thousand (\$3000.00) Dollars, and payable one year after
 30 its date;

31 the second of said notes being for the principal sum of
 32 Five Thousand (\$5000.00) Dollars, and payable two years after its date;
 33 the third of said notes being for the principal sum of Five Thousand (\$5000.00) Dollars,
 34 and payable three years after its date; the fourth of said notes being for the principal
 35 sum of Five Thousand (\$5000.00) Dollars, and payable four years after its date, and the
 36 fifth and last of said notes, being for the principal sum of Fifteen Thousand Six Hundred
 37 and Fifteen (\$15,615.00) Dollars, (being the balance of said consideration) and payable
 38 five years after its date;

39 each of said notes bearing interest from its date until its
 40 maturity at the rate of five (5%) per cent per annum, interest payable semi-annually as the
 41 same accrues, with interest upon all past due principal and interest, if any, from the
 42 maturity thereof until paid at the rate of seven (7%) per cent per annum;

43 each of said notes and all interest and sums due or to become due thereon being payable at the
 44 office of said Trustees, of the Hermann Hospital Estate, in the City of Houston, in Harris
 45 County, Texas.

46 And each of said notes provides in substance and it is
 47 hereby agreed that if the said Grantee herein, the maker of said notes, shall fail to pay any
 one of said notes, or any installment of interest upon said notes, or any of them, as and when the
 same shall become due or payable, or shall fail to pay any taxes or assessments, upon said
 lands and premises, or any part thereof, before any such taxes, or assessments, shall
 become delinquent, or shall fail to comply with or observe any of its agreements or undertakings

1 contained in said notes, or any of them, or as contained in this deed, or in the deed of trust
 2 additionally securing the payment of said notes, promptly as such agreements, or undertakings
 3 become performable or observable, that then in any such case or event, each and all of the
 4 said notes, and all of the indebtedness then remaining unpaid thereon shall at the option of
 5 the holder or holders, of said notes, or any of them, become immediately due and payable
 6 without either notice or demand, and the liens, securing the payment thereof subject
 7 to foreclosure, either then or at any time thereafter, all as the holder or holders of said
 8 notes, or any of them, may elect or determine; and each of said

9 notes further providing that if the same be not paid at its maturity, however, its maturity
 10 be brought about, and same be placed in the hands of an attorney for collection, or be
 11 collected by suit, or through the Probate, Bankrupt, or other Court, the said maker thereof
 12 agrees to pay ten per cent additional upon the amount of principal and interest then
 13 owing thereon as attorney's fees; and each of said notes also

14 further providing that under no circumstances or conditions, shall any sum or amount of
 15 either principal or interest which may be due or owing, on said notes, or any of them,
 16 bear interest for any time or period at a greater rate than seven per cent per annum, and
 17 that no unearned interest shall be collectible upon said notes, or any of them.

18 It is further expressly agreed and understood that grantors reserve the superior title to
 19 and the vendor's lien upon the said lands and premises, and every part thereof, together
 20 with all improvements thereon, or hereafter placed thereon, including any sewers, gas or
 21 water pipes, or mains, or other utilities, constructed or placed thereon, or
 22 therein, or abutting thereto, with their rights, of connection, until the said five vendor's
 23 lien notes hereinabove described, together with all interest and sums due or to become due
 24 thereon be fully paid, off and satisfied, and said five vendor's lien notes are additionally
 25 secured upon the said lands, premises, and property by a deed of trust this day executed
 26 by the said Bissonnet Corporation, Grantee, herein, to Mat U. Collier, Trustee, and it is
 27 agreed that a foreclosure of said deed of trust shall not only operate as a foreclosure
 28 of said deed of trust lien, but shall also operate as a foreclosure of the vendor's lien
 29 herein retained.

30 And it is agreed that the said vendor's lien and
 31 deed of trust lien shall be prior and superior to any of all rights, titles, interest, claims
 32 and/or liens, which may hereafter be placed upon, attach to or accrue against the said
 33 lands and premises, or any part thereof, and that said notes, shall always be and remain
 34 secured by a first lien upon said property and every part thereof (except only such part
 35 or parts thereof as grantors may have by their duly executed release, expressly released
 36 from said liens,) until said notes, and all interest, attorney's fees and sums due or to
 37 become due thereon are paid off and satisfied. It is further agreed

38 that grantors shall have the right to make or execute partial release or releases from
 39 time to time for lots, tracts, or parcels in or out of the said lands hereby conveyed, without
 40 reference to the order of alienation, of such lots, tracts or parcels, and no person
 41 claiming or holding under grantee, its successors, or assigns, shall have any right or claim
 42 as against any such release or releases, or any partial release or releases that the same
 43 should have been given in inverse order of alienation, and the rule as to the release of
 44 liens in inverse order or any other order of alienation, shall have no application to such
 45 partial, release, or releases, or any of them, and the grantors, herein, or other holder
 46 or holders of the said notes, shall have the right to execute any such release or
 47 partial release without prejudice to the liens on any part or portion of the lands not
 48 expressly released by them, and the said vendor's lien and deed of trust, shall remain
 49 in full force and vigor to secure the payment of said unpaid purchase money notes, together

1 with all interest and sums due or to become due thereon, upon all of the lands and premises, here-
2 inabove described and hereby conveyed, save and except only such parts or portions of them as may
3 have been expressly released by grantors, or grantors' assigns, and on any sale under a
4 foreclosure of the said vendor's lien and/or said deed of trust lien, or both, the said lands
5 or any unreleased part thereof may be sold, either in bulk or in parcels, and in such order
6 as the holder or holders of said indebtedness, or any part thereof, or the trustee under
7 said deed of trust or any successor or substitute trustee acting under such deed of trust
8 may elect or see fit, and in the event of a foreclosure under said deed of trust or any
9 renewal thereof, or in the event of a foreclosure of said liens, or any of them, by suit or by
10 legal proceedings, no right to a martialing of assets or property, or to a sale in reverse
11 or inverse order of alienation or any other order, shall ever exist upon the part of, or
12 in favor of grantee, its successors, or assigns, or any one claiming any right title,
13 interest, claim or lien under grantee, its successors, or assigns.

14 It is agreed that neither grantee herein, nor any one claiming, under grantee, is in any sense
15 whatsoever a trustee or agent for grantors, or their successors, or assigns, and that neither
16 grantors, nor their successors, or assigns, shall in any manner or upon any condition whatsoever
17 be liable or be responsible for any of grantee's contracts, acts, or undertakings, or for any
18 monies, considerations or payments, made to grantee, or for the application of any monies,
19 considerations, or payments made or paid to grantee, and it is agreed that no payment or
20 payments made to grantee, its successors, or assigns, by any person or any purchaser or
21 lien holder from it to them, nor anything else, shall in any manner, impair, prejudice,
22 affect or release, either in whole or in part grantors' said vendor's lien and deed of
23 trust lien, or any of Grantors' rights reserved, secured or given in or under this deed,
24 or said deed of trust, but said vendor's lien and deed of trust lien shall remain in full force
25 and effect and vigor, and as a first and prior lien upon all of said lands not expressly
26 released, by grantors, until said vendor's lien notes, and all interest and sums due or to become
27 due thereon and all sums due upon or under said deed of trust shall have been paid off and
28 satisfied to grantors, their successors, or assigns.

29 Neither grantee
30 nor its successors, or assigns, nor any person claiming under grantee shall give place, or
31 permit to be placed or attempt to give, place fix, or permit to be placed or fixed any
32 liens upon said premises, or any part thereof subsequent to said grantors' said vendor's
33 lien and deed of trust lien, unless each and any such subsequent lien and the instrument
34 or proceedings creating it, shall by express terms make any such subsequent lien inferior and
35 subordinate in all respects to grantors' said vendor's lien and deed of trust lien upon and against
36 the above described premises, and all of the provisions relating to said vendor's lien and deed
37 of trust and no part of said premises, shall be sold by grantee, its successors, or assigns,
38 or any person claiming under grantee, either by deed, contract or otherwise, without grantee
39 first procuring from grantors, a release thereof from the liens, of grantors, securing
40 the payment of said notes, and grantee agrees that neither it nor its successors, nor assigns
41 will voluntarily permit, aid, or assist, in placing or causing to be placed any assessment
42 lien for any purpose whatever other than for ad valorem taxes, upon said property or any
43 part thereof by any city, town, or other governing or municipal body, and that if any such
44 involuntary lien be assessed upon or against said property, or any part thereof, whether
45 with or without the consent of grantee, its successors, or assigns, whether for paving or
46 otherwise (except for ad valorem taxes, by any city, municipal or governing body), grantee,
47 its successors, or assigns, will, and shall promptly pay off and discharge any and
48 every such lien within thirty days from the accrual or assessment thereof, and within
49 such thirty days, secure and place of record in the office of the County Clerk of Harris County,

1 Texas, a valid release thereof.

2 In the event of a foreclosure of the said liens
3 securing said purchase money notes, whether under said deed of trust, or by suit, or otherwise
4 the purchaser of any of said property under any sale under such foreclosure, shall acquire
5 any rights, which the grantee herein, its successors, or assigns, may have to maintain
6 for such property, connection to any sewer, water, gas, electric line or telephone wire,
7 so that in the event of a sale under any such foreclosure proceedings, any purchaser at such
8 sale, shall be subrogated to all of the rights, of grantee, herein to continue the use of
9 any and all such utilities as to any land so purchased at such foreclosure sale.

10 It shall not be necessary for the joinder of any subsequent or junior purchaser, lien holder,
11 or person acquiring any interest in said premises, or any part thereof in any extension or
12 renewal of said purchase money indebtedness or any part thereof, and any extension or renewal
13 or rearrangement of the said purchase money indebtedness or any part thereof, or the liens
14 securing the payment thereof, by grantee and grantors, herein, or other holder of said purchase
15 money notes, or any of them, shall be absolutely binding and conclusive upon any such
16 junior purchaser, lien holder or person acquiring any interest in said lands and premises, or
17 any part thereof.

18 Said purchase money notes, and the liens
19 securing the payment thereof may be released by the record owner and holder thereof, and the
20 joinder in any such release, whether partial or otherwise, when executed by the record
21 owner and holder of said notes, shall be as absolute and conclusive as if the trustee
22 in said deed of trust had joined therein.

23 Each maker, endorser or surety
24 upon said purchase money notes or any of them, hereby severally waive protest notice,
25 presentment for payment, notice of dishonor or non-payment of said notes, or any of them,
26 or the filing of suit upon said notes, or any of them, at the next, or any other term of court
27 and any renewal of said notes, or any of them, or any extension which may be made in the
28 time of payment of said notes, or any of them, or any extension of the liens securing said
29 notes, or any of them, or any indulgence which may be shown to the maker of said note, shall
30 not in any manner, release or discharge the said notes, or any of them, or the liability
31 of any person responsible, primarily or otherwise for the payment of said notes, or any of
32 them, or effect, release, discharge or impair either in whole or in part, any of the liens
33 securing payment of said notes, or any of them, and that nothing but the full and final
34 payment of said notes and all principal, interest and all sums due thereon, shall release
35 or discharge said notes, or the liens, securing the payment thereof, save and except only as
36 to or upon such tracts as may be expressly released by grantors by release duly executed
37 by grantors.

38 Any release of grantors said liens upon said property
39 whether final or partial when executed upon behalf of the said Board of Trustees of the
40 Hermann Hospital Estate, by the President and Secretary, of said Board of Trustees,
41 shall be valid and as effective as if executed by all of the trustees of said Hermann Hospital
42 Estate.

43 By the acceptance of this deed Bissonnet Corporation, the grantee
44 herein, hereby agrees to all of the terms provisions, and conditions thereof.

45 This deed shall inure to the benefit of the successors, and assigns, of the parties hereto
46 and shall also bind them.

47 It is understood and agreed that said Trustees of the
48 Hermann Hospital Estate, in executing this instrument, are acting in their capacity as
49 Trustees, of the Hermann Hospital Estate and not in their personal capacity and that
50 nothing herein contained shall impose or create any individual or personal liability whatsoever
51 upon or against the said Trustees, or any of them.

52 The deed is executed
53 in Duplicate, each of which it is agreed shall be an original and admissible in evidence as
54 such.

55 In Testimony Whereof, the said Trustees of the Hermann Hospital Estate have
56 executed this instrument and signed their names hereto upon behalf of said Hermann Hospital Estate

1 and its Board of Trustees, and the said Board of Trustees, of the Hermann Hospital Estate
2 has caused this instrument to be executed upon its behalf by the President, and Secretary
3 of said Board, all upon this the 27th day of June, A.D. 1938.

4 G.A. Brandt. W.A. Childress. R.W. Wier. T. H. Monroe.
5 B.B. Gilmer. R.E. Sterling. James Anderson.

6 Board of Trustees, of the Hermann Hospital Estate. By G.A. Brandt, President.
7 and By W. A. Childress, Secretary. (Stamps Can. \$34.00)

8 The State of Texas: County of Harris: Before me, the undersigned
9 authority, a Notary Public, in and for Harris County, Texas, on this day personally appeared
10 G.A. Brandt, W. A. Childress, R. E. Sterling, B.B. Gilmer, and James Anderson, Trustees
11 of the Hermann Hospital Estate, known to me to be the persons whose names are subscribed
12 to the foregoing instrument of writing, and severally acknowledged to me that they executed
13 the same for the purposes and consideration therein expressed, and in the capacity therein
14 stated, and as Trustees of the Hermann Hospital Estate, and as the act and deed of said
15 Hermann Hospital Estate and its Board of Trustees.

16 Given under my hand and seal of office, this the 27th., day of June, A.D. 1938

17 Mat U. Collier, Notary Public, in and for Harris County, Texas. (Seal)

18 The State of Texas: County of Harris: Before me, the undersigned
19 authority, a Notary Public, in and for Harris County, Texas, on this day personally
20 appeared R. Wier, and T. H. Monroe, Trustees, of the Hermann Hospital Estate, known to me to be
21 the persons whose names are subscribed to the foregoing instrument, of writing, and
22 severally acknowledged to me that they executed the same for the purposes and consideration
23 and in the capacity therein stated, and as Trustees, of the Hermann Hospital Estate,
24 and as the act and deed of said Hermann Hospital Estate, and its Board of Trustees.

25 Given under my hand and seal of office, this the 27th., day of June, A.D. 1938.

26 Mat U. Collier, Notary Public, in and for Harris County, Texas. (Seal)

27 The State of Texas: County of Harris: Before me, the undersigned
28 authority, a Notary Public, in and for Harris County, Texas, on this day personally
29 appeared G.A. Brandt, President, and W.A. Childress, Secretary, respectively of the Board
30 of Trustees, of the Hermann Hospital Estate, known to me to be the persons whose names are
31 subscribed to the foregoing instrument, of writing, and severally acknowledged to me that
32 they executed the same for the purposes and consideration therein expressed, and in the
33 capacity therein stated, and as the act and deed of said Board of Trustees, of the
34 Hermann Hospital Estate, and said Hermann Hospital Estate.

35 Given under my hand and seal of office, this the 27th., day of June, A.D. 1938

36 Mat U. Collier, Notary Public, in and for Harris County, Texas. (Seal)

37 Filed for record June 28, 1938 at 11:45 o'clock A. M. Recorded July 14, 1938 at 3:30 o'clock P.M

38 *Henry H. Dudley* Clerk County Court Harris County Texas. By *Mary S. Post* Deputy
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